



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

November 3, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH ANTELOPE VALLEY
HOSPITAL DISTRICT FOR RADIOLOGY SERVICES
(Fifth District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the radiology services, as described herein, can be performed more economically by contracting with the private sector.
2. Approve and instruct the Chair to sign an agreement, substantially similar to Exhibit I, with Antelope Valley Hospital District for the provision of radiology services, which will be provided through their related business entity Antelope Valley Hospital, for the Department of Health Services' primary care, specialty care, and urgent care clinics at the South Valley Health Center, effective December 1, 2005 through June 30, 2008, at an estimated cost of \$1,310,153.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended actions, the Board is executing an agreement with Antelope Valley Hospital District (District) for the provision of radiology services by Antelope Valley Hospital (AVH), including basic x-ray and x-ray interpretation, for the Department of Health Services' (DHS or Department) primary care, specialty care, and urgent care clinics at the South Valley Health Center (SVHC). The District owns AVH and is the legal contracting entity.

The Department is contracting for these radiology services under provisions of County Code 2.121.250 et. seq., "Contracting with Private Business" (Proposition A) under Proposition A guidelines.

DHS has developed an analysis comparing the cost of contracting with the District/AVH for these services to the cost of providing services in-house, or at County cost (i.e., if DHS were to provide

radiology imaging services and interpretation, the County would have to hire radiology technicians and radiologists to work at the SVHC).

The Auditor-Controller has reviewed and approved DHS' cost analysis and indicated that, subject to the accuracy of DHS staffing estimates, the proposed agreement is cost effective.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, the Department was unable to schedule this action for placement on the Board's agenda three weeks prior to the effective date of the recommended agreement due to lengthy and ultimately unsuccessful discussions between DHS and an alternate provider and the time necessary to negotiate the new agreement with the District/AVH. Additionally, DHS met with Local 660 representatives to discuss the recommended agreement.

FISCAL IMPACT/FINANCING:

The total contract cost from December 1, 2005 through June 30, 2008 is \$1,310,153, an estimated savings of \$838,612 when compared to County costs. The following provides the breakdown of the County cost, Contract cost, estimated savings, and savings percentage:

<u>Period</u>	<u>County Cost</u>	<u>Contract Cost</u>	<u>Estimated Savings</u>	<u>Savings Percentage</u>
December 1, 2005-June 30, 2006	\$ 485,205	\$ 295,841	\$189,364	39.03%
Fiscal Year 2006-07	831,780	507,156	324,624	39.03%
Fiscal Year 2007-08	<u>831,780</u>	<u>507,156</u>	<u>324,624</u>	39.03%
Totals	\$2,148,765	\$1,310,153	\$838,612	

Funding for this contract is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The District constructed the South Valley Medical Center (SVMC) in East Palmdale to support the expansion of ambulatory care services in the South Antelope Valley area. This project was part of a partnership between the District and DHS to expand access to medical services. A portion of the SVMC facility is leased to the County to house the DHS' SVHC. The SVHC is operated by High Desert Health System (HDHS) and provides primary care, specialty, and urgent care services.

To support the DHS clinics with on-site radiology services, AVH was originally identified by the Department as a sole source provider of these services due to the following: 1) AVH constructed, equipped, and operated a radiology suite at the SVHC site, 2) AVH had acquired and implemented digital radiology technology supported by a Picture Archiving and Communication System (PACS) and a Radiology Information System (RIS) which stores the digital images, 3) AVH's ability to provide for remote STAT interpretation, and 4) AVH's ability to provide the services with a short start-up time that would not prolong the initiation of the urgent care services.

On June 25, 2002, the Board approved an agreement with AVH on a sole source basis to provide radiology services, including basic x-ray and x-ray interpretation at the SVHC, effective July 1, 2002 through June 30, 2005. The Agreement was the result of non-competitive negotiations under County Code Section 2.121.350.

In May of 2005, AVH informed DHS that they had decided not to renew the agreement. In June of 2005, AVH agreed to extend the agreement for two months to reduce the impact on services at SVHC while DHS identified alternative providers for radiology services. On June 21, 2005, the Board approved an amendment to the agreement with AVH to extend the term of the agreement for two months, effective July 1, 2005 through August 31, 2005. Also, at that time, the Board delegated authority to DHS to execute an amendment as necessary, to extend the term of the agreement, effective September 1, 2005 through November 30, 2005, on a month-to-month basis, for the continued provision of radiology services until an alternative provider could be obtained.

On September 1, 2005, DHS notified the Board that the Department was exercising its delegated authority to execute Amendment No. 2. Amendment No. 2 extended the term of the contract and included provisions for automatic renewals on a month-to-month basis through November 30, 2005. The amendment also revised the contract to correctly reflect the District as the legal entity.

Following unsuccessful discussions between DHS and an alternate provider, and additional discussions between DHS and AVH, AVH has agreed to continue providing on-site radiology services at the SVHC.

DHS has identified AVH as the sole provider that is capable of providing staff and services at SVHC upon the expiration of the current contract period without any disruption of services. AVH is uniquely positioned to continue as the contractor for radiology services at SVHC because they currently have the staffing, information systems infrastructure to support the digital imaging system, and arrangements for professional interpretation of the x-ray images in place.

The current agreement with the District/AVH will terminate on November 30, 2005. HDHS is currently in the process of acquiring the x-ray equipment (radiographic machine, computed radiography reader, and printer) from AVH at the termination of the current contract and will make it available to AVH to provide radiology services for DHS' clinics at the SVHC. Under the recommended agreement, AVH will provide radiologic technologist coverage, professional interpretation, and the continued use of the AVH RIS and PACS systems. The acquisition of the x-ray equipment by HDHS will also provide DHS some flexibility for the provision of radiology services at SVHC in the event AVH is unable to continue services during the term of the recommended agreement.

DHS has made a determination that it is not feasible to conduct a formal bidding process for this service under County Code Section 2.121.350, which provides that a contract may be made by non-competitive negotiation when competition is not feasible. An approved sole source letter is on file with the Department providing additional details.

The District has agreed to comply with the provisions of the Living Wage Ordinance which are included in the agreement. The agreement also includes mutual indemnification, reviewed by the Chief Administrative Office/Risk Management Operations, and Board mandated provisions.

The Honorable Board of Supervisors
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The agreement contains a provision which permits the County to ask the District to provide conversion assistance upon termination of the contract. If requested by the County, the District will convert County data from PACS and RIS to a format deemed necessary by the County. The County cost of this service shall not exceed \$12,000.

Exhibit I has been approved as to form by County Counsel. Attachments A and B provide additional information. Attachment C lists the requirements under County Code 2.121.350 and 2.121.380 which have been met.

CONTRACTING PROCESS

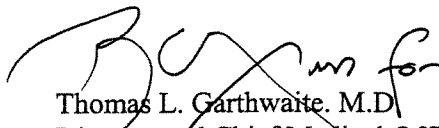
This agreement is the result of non-competitive negotiations authorized under County Code Section 2.121.350.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended agreement with the District will allow AVH to continue providing radiology services at SVHC upon the expiration of the current agreement.

When approved, this Department requires three signed copies of the Board's actions.

Respectfully submitted,


Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ma

Attachments (4)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

AVOIC.BL.ma.wpd

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICES:**

The Agreement provides radiology services (basic x-ray and x-ray interpretation) to support Department of Health Services' South Valley Health Center which provides primary care, specialty, and urgent care services.

2. **AGENCY INFORMATION:**

Antelope Valley Hospital District/Antelope Valley Hospital
1600 West Avenue J
Lancaster, California 93534
Attention: Rick Rowe, Director of Pharmacy and Radiology
Telephone Number: (661) 949-5733
Facsimile (FAX) Number: (661) 951-4242

3. **TERM OF AGREEMENT(S):**

The Agreement is effective December 1, 2005 through June 30, 2008.

4. **FINANCIAL INFORMATION:**

The total contract cost from the period from December 1, 2005 through June 30, 2008 is \$1,310,153, at an estimated savings of \$838,612 when compared to County costs. Funding for this contract is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years. (Attachment B provides additional details.)

5. **GEOGRAPHIC AREA TO BE SERVED:**

South Antelope Valley.

6. **DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:**

Administrative and clinical staff at High Desert Health System.

7. **APPROVALS:**

High Desert Health System: Beryl Brooks, Chief Executive Officer

Contract and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County Counsel

RADIOLOGY CONTRACT
SOUTH VALLEY HEALTH CENTER
(12/1/05 - 6/30/06) Year 1
PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

	<u>COUNTY</u>	<u>COST INCREASE (DECREASE) FROM CONTRACTING</u>
<u>DIRECT COST</u>		
SALARIES	\$ 317,135	
EMPLOYEE BENEFITS	<u>149,759</u>	
TOTAL PERSONNEL COSTS		\$ 466,894
SERVICES AND SUPPLIES	18,311	
EQUIPMENT	<u>0</u>	<u>18,311</u>
TOTAL DIRECT COSTS		\$ 485,205
<u>INDIRECT COSTS</u>		
TOTAL OVERHEAD	0	
MAXIMUM UNAVOIDABLE OVERHEAD	<u>0</u>	<u>0</u>
(Already Prop A-no change to overhead)		
TOTAL AVOIDABLE COST		\$ 485,205
	<u>CONTRACT</u>	
<u>DIRECT COSTS</u>		
CONTRACT COST	\$ 295,841	
OTHER		
TOTAL DIRECT COST	\$ 295,841	
<u>INDIRECT COSTS</u>		
EMPLOYEE RETRAINING	0	
CONTRACT MONITORING	0	
OTHER (SPECIFY)	0	
TOTAL INDIRECT COSTS	0	
TOTAL CONTRACT COSTS	\$ 295,841	\$ 295,841
ESTIMATED SAVINGS FROM CONTRACTING		\$ 189,364

RADIOLOGY CONTRACT
SOUTH VALLEY HEALTH CENTER
(7/1/06 - 6/30/07) Year 2 and Thereafter
PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

	<u>COUNTY</u>	<u>COST INCREASE (DECREASE) FROM CONTRACTING</u>
<u>DIRECT COST</u>		
SALARIES	\$ 543,660	
EMPLOYEE BENEFITS	<u>256,730</u>	
TOTAL PERSONNEL COSTS		\$ 800,390
SERVICES AND SUPPLIES	31,390	
EQUIPMENT	<u>0</u>	<u>31,390</u>
TOTAL DIRECT COSTS		\$ 831,780
<u>INDIRECT COSTS</u>		
TOTAL OVERHEAD	0	
MAXIMUM UNAVOIDABLE OVERHEAD	<u>0</u>	<u>0</u>
(Already Prop A-no change to overhead)		
TOTAL AVOIDABLE COST		\$ 831,780
	<u>CONTRACT</u>	
<u>DIRECT COSTS</u>		
CONTRACT COST	\$ 507,156	
OTHER		
TOTAL DIRECT COST	\$ 507,156	
<u>INDIRECT COSTS</u>		
EMPLOYEE RETRAINING	0	
CONTRACT MONITORING	0	
OTHER (SPECIFY)	0	
TOTAL INDIRECT COSTS	0	
TOTAL CONTRACT COSTS	\$ 507,156	\$ 507,156
ESTIMATED SAVINGS FROM CONTRACTING		\$ 324,624

PROPOSITION A CONTRACTING

MANDATORY CONTRACTING REQUIREMENTS
APPLICABLE TO RADIOLOGY SERVICE CONTRACTING PROGRAM

Section 2.121.250 Scope of Chapter 2.121 Provisions. A. This Chapter 2.121 implements Charter Section 447 as revised on November 7, 1978, and shall apply to the contracting with private businesses to perform personal services which are currently performed by county employees, or which could be performed by county employees through the recruitment of additional county personnel.

Section 2.121.350 Noncompetitive negotiation. A contract may be made by noncompetitive negotiation only when competition is not feasible, as determined in writing prior to award by the department recommending the award of a contract.

Section 2.121.380 Award of contracts - Mandatory prerequisites. A. No contract may be awarded pursuant to this chapter unless all of the following requirements are met.

1. The services provided under the contract will be performed more economically by an independent contractor;
2. The County's ability to respond to emergencies will not be impaired;
3. The award of the contract will not result in the unauthorized disclosure of confidential information;
4. Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor.
5. The award of the contract will not infringe upon the proper role of the County in its relationship to its citizens; and
6. The award of the contract, if financed in whole or in part by federal or state funds, will be in full compliance with all applicable federal and state regulations.

B. In making a recommendation to the Board of Supervisors for the award of a contract, the department recommending the award shall state in writing that the requirements of this section have been met.

ANTELOPE VALLEY HOSPITAL DISTRICT

RADIOLOGY SERVICES AGREEMENT

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Contract # _____

RADIOLOGY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ANTELOPE VALLEY HOSPITAL
DISTRICT (hereafter
"Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including High Desert Health System; and

WHEREAS, County has determined that it has insufficient radiology staff to provide all of the necessary specialty radiology services required for its patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the term "Medical Facility" as used hereunder shall refer to that portion of clinic space which the County's Department of Health Services currently operates or hereafter may

operate at the South Valley Medical Center under the supervision of High Desert Health System; and

WHEREAS, High Desert Health System shall retain professional and administrative responsibility for the services provided under this Agreement; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to provide a critically needed radiology services at Medical Facility; and

WHEREAS, County is authorized by California Health and Safety Code Sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on December 1, 2005, and, unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to and including June 30, 2008. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least one hundred and twenty (120) calendar days advance written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, County's Director of Health Services or his

authorized designee (collectively hereafter "Director") may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor or any of its personnel providing services hereunder has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services policies and procedures manuals.

C. County may suspend or terminate this Agreement immediately if any of Contractor's personnel providing services under this Agreement has any required license, permit, registration and/or certification suspended or revoked by any applicable governmental or regulatory body, as appropriate, and Contractor is not able to arrange for coverage by alternative qualified personnel within the time frame specified by Medical Facility.

D. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

E. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that its personnel providing services under this Agreement shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination. Contractor shall inform all personnel providing services under this Agreement of this provision.

2. DESCRIPTION OF SERVICES: Contractor shall provide Radiology Services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

3. BILLING AND PAYMENT: Contractor shall bill County for the Radiology Services provided hereunder in accordance with the rates set forth in Exhibit "B", attached hereto and incorporated herein by reference.

4. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30th of the last County

fiscal year for which funds were appropriated.

Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

5. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Contractor from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

6. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements

specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County

with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:
Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this

Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors

maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance

shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
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Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 'C' and incorporated by reference into and made a part of Agreement.

B. Payment of Living Wage Rates:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (section 2.201.020 of the County Code) or that Contractor qualifies for an exemption to the Program (section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to

the County under Agreement:

a. Not less than Nine Dollars Forty-Six Cents (\$9.46) per hour, if, in addition to the per-hour wage, Contractor contributes less than One Dollar Fourteen Cents (\$1.14) per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than Eight Dollars Thirty-Two Cents (\$8.32) per hour if, in addition to the per-hour wage, Contractor contributes at least One Dollar Fourteen Cents (\$1.14) per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during Agreement, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate listed above.

(2) For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under Agreement. If

Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

(3) If Contractor is required to pay a living wage when Agreement commences, Contractor shall continue to pay a living wage for the entire term of Agreement, including any option period.

(4) If Contractor is not required to pay a living wage when Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition

of "Employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of Agreement, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period assigned to provide services under this Contract. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and

identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

E. Notification to Employees: Contractor shall place County-provided living wage posters at each of Contractor's

places of business and all locations where Contractor's Employees are performing services for the County assigned to provide services under this Contract. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

F. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of

any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of One Hundred Dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring

report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of Agreement. In the event of such

material breach, County may, in its sole discretion, terminate the Contract.

(2) Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied

County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages for Fifty Dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to pay any of its Employees the applicable hourly

living wage rate may constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate Agreement.

(3) Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

G. Use of Full-Time Employees: Contractor shall assign and use full-time Employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under Agreement unless and until County has provided written authorization for the use of same. If required by County, Contractor has submitted or will submit a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

H. Contractor Retaliation Prohibited: Contractor and/or

its Employees, shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this Paragraph shall constitute a material breach of Agreement. In the event of such material breach, County may, in its sole discretion, terminate Agreement.

I. Contractor Standards: During the term of Agreement, Contractor shall maintain business stability, integrity in Employee relations, and the financial ability to pay a living wage to its Employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

J. Neutrality in Labor Relations: Contractor shall not use any consideration received under Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

K. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

L. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", of which the terms and conditions therein contained are part of this Agreement.

10. CONFLICT OF TERMS: To the extent there exists any conflict of inconsistency between the language of this Agreement and that of any exhibit(s) attached hereto, and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

11. CONTRACTOR'S OFFICES: Contractor's office is located at 44105 15th Street West, Suite 100, Lancaster, California 93534. Contractor's business telephone number is (661) 726-6050 and facsimile/FAX number is (661) 951-4251. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

12. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

- 1) High Desert Health System
44900 North 60th Street West
Lancaster, California 93536

Attention: Chief Executive Officer

- 2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Chief

B. Notices to Contractor shall be addressed as follows:

Antelope Valley Hospital District
44105 15th Street West, Suite 100
Lancaster, California 93534

Attention: Rick Rowe, Director of Pharmacy and
Radiology

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

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Chair and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of Los
Angeles

Contractor
BY: [Signature]
Title: Chief Executive Officer
(Affix Corporate Seal)

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: [Signature]
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: [Signature]
Cara O'Neill, Chief
Contracts and Grants
Division

RADIOL~1.WPD
ma: 11/03/05



ADDITIONAL PROVISIONS

RADIOLOGY SERVICES AGREEMENT

ADDITIONAL PROVISIONS (AP)

RADIOLOGY SERVICES AGREEMENT

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ADDITIONAL PROVISIONS

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ADDITIONAL PROVISIONS

RADIOLOGY SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealings with County under this Agreement changes, Contractor shall notify Director

in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who

perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Health Services at any time during the term of this Agreement.

4. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier

termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Patient Records: All patient images related to services provided under this Agreement shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such images shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor

shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

D. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the

County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related

to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color,

religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or

suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PHYSICAL EXAMINATIONS: Contractor shall have each of its employees who performs services under this Agreement examined by a duly licensed physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Director at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

10. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes.

11. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily

post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

12. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

13. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the

open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

14. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

15. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

16. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but

not limited to, billings, County records and patient records, in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all its officer, employees, and agents, providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damages, liability, and expense arising out of any disclosure of such records and information by Contractor, its officer, employees, and agents.

County shall indemnify and hold harmless Contractor, its officers, employees, and agents, from and against any and all loss, damages, liability, and expense arising out of any disclosure of such records and information by County, its officers, employees, or agents.

17. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1966 and its implementing regulations ("HIPPA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPPA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this

information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPPA.

The parties acknowledges their separate and independent obligations with respect to HIPPA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPPA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPPA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPPA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPPA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPPA.

18. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST:

Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, strike, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, strike, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster, strike, or civil unrest.

19. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

20. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which

County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

21. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations,

rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

22. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification

thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

23. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

24. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of

such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures,

County may terminate this Agreement or impose other penalties as specified in this Agreement.

27. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

28. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1 the lesser number is a recognized industry standard as

determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County

may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal

government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

31. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and

regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently

suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

34. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided herein above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the

same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a one hundred twenty (120) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall

make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

35. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

36. NOTICE OF DELAYS: Except as otherwise provided hereunder, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

38. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

39. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be

exclusively in the courts of the State of California located in Los Angeles County, California.

40. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

41. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all County equipment and personal property for radiology services hereunder.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also

return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

42. AUTHORITY TO USE COUNTY PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to use County equipment as described in this Agreement and may use other personal property upon prior written approval by Director whose approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Administrative Office, as necessary.

43. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

44. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such

provision to other persons or circumstances shall not be affected thereby.

45. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person

for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

46. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where otherwise noted.

47. USE OF RECYCLED-CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

South Valley Health Center
Radiology Contract

Exhibit A
Description of Services

1. Services to be Provided:

Contractor shall provide during the term of this Agreement the Radiology (basic X-ray) services (hereafter "services") listed in Attachment 1 to Exhibit A. These services will be provided at the South Valley Health Center (SVHC) to support the County clinics operating at that location. Contractor shall be responsible for providing, either directly or through subcontractors, all required on-site and on-call staffing, all required supplies, all information systems hardware and software to support a digital filmless radiology environment, the necessary communications systems connectivity between the SVHC and the designated contractor location(s) for remote professional interpretation and image storage and management (a minimum of one T-1 data lines or other functional equivalent), professional interpretation of all radiology studies performed under this contract by a licensed radiologist, transcribed reports for all imaging studies performed under this contract, and hard copy films, as requested by the County.

Please refer to Exhibit B for contract rates.

2. Commencement of Services:

Contractor shall commence providing on-site Radiology (basic x-ray) services at the SVHC site no later than December 1, 2005.

3. Staffing:

- A. Contractor will provide staffing for the SVHC Radiology service of one licensed and certified Radiologic Technologist. Staffing shall be provided through a combination of on-site (at the SVHC) and on-call staffing, for the full operating hours of the SVHC Urgent Care Clinic (8:00 a.m. – 12:00 midnight, seven days per week). At a minimum, Contractor shall provide on-site staffing Monday – Friday, 8:00 a.m. – 8:30 p.m. At a maximum, contractor will provide on-site staffing Monday – Saturday,

8:00 a.m. – 12:00 midnight. For all SVHC Urgent Care Clinic hours that are not covered with on-site staffing, Contractor will provide on-call coverage, with provisions for call-back. Contractor shall maintain the minimum on-site staffing coverage at all times, with the exception of the eleven designated County holidays, which Contractor may cover with on-call, rather than on-site coverage. Contractor may provide less than the minimum required on-site staffing and cover with on-call, only with the approval of the County's SVHC Clinic Administrator (hereafter "Clinic Administrator"), during periods of short-term, temporary, staffing shortages.

- B. Contractor will ensure that all required staff are supervised and will designate a supervisor who will be available by telephone and/or pager to address issues related to the services provided through this agreement.
- C. Contractor will identify a Board Certified Radiologist, with a current California Medical license, to function as the lead physician for services provided under this contract. The lead physician will be the principal point of contact for the County for any issues related to the professional services provided under this contract.
- D. Contractor will maintain on-site at the SVHC current copies of the professional licenses for the Lead Physician and all Certified Radiologic Technologists providing services under this contract. In addition, Contractor shall maintain and make available upon request, documentation of annual competency assessments for all Certified Radiologic Technologists providing services under this contract. Such assessments may be required for period accreditation, licensing, or health plan surveys and inspections.
- E. Contractor will provide the Clinic Administrator, or his/her designee, with a monthly staffing schedule indicating staff assigned for on-site coverage and staff assigned to be on-call. The schedule will include

telephone/pager numbers for staff assigned to be on-call, as well as telephone/pager numbers for designated supervisors. Updated and/or revised schedules will be provided to the Clinic Administrator as changes are made. On-call staff will report to the clinic within thirty (30) minutes of being contacted for call-back.

- F. Contractor will notify the Clinic in a timely manner when there will be any delay or interruption in on-site staffing due to sick calls or other factors. Contractor will make every effort to provide replacement staffing in a timely manner.

4. X-Ray Equipment:

County will furnish the x-ray machine, CR reader, and laser printer (for printing of hard-copy x-ray films) for use by the Contractor. In addition, County will be responsible for the preventive maintenance, service, and repair of the x-ray equipment. County will maintain service agreements for the County-provided equipment. Contractor will be responsible for immediately notifying designated County staff regarding the need for service and/or repair of County-provided equipment. County will be responsible for obtaining the annual physicist reports and maintaining current tube registration with the Bureau of Radiologic Health.

5. Information Systems, and Information Systems Infrastructure:

Contractor will provide all required information systems hardware and software, and data and communications systems infrastructure necessary to provide basic X-ray services, utilizing a digital, filmless radiology environment.

- A. This equipment shall include, but not be limited to the following:

- (1) Utilization of the Contractor's Picture Archiving and Communication System (PACS) and Radiology Information

System (RIS) to manage, transmit, and store digital x-ray images produced through this contract.

- (2) Four local image display stations in locations to be determined by the Clinic Administrator. The local image display stations will provide timely access to both current and historical x-ray images produced through this contract and stored in the Contractor's PACS.
 - (3) Any additional required hardware, software and cabling required to support the digital filmless radiology environment. Contractor will be responsible for maintaining any required software licenses.
 - (4) A minimum of one (1) T-1 level connection (or the functional equivalent) between the SVHC and Contractor location(s) as required to transmit images for professional interpretation, and management and storage in Contractor's PACS system, and to access the images through the local image display stations at the SVHC.
- B. Contractor will be responsible for the maintenance and repair of all Contractor-furnished information systems.
- C. Contractor will provide for the secure digital storage in Contractor's PACS system of all radiology images produced through this contract. These images will be stored in a separate file dedicated to this contract. Access to these images will be limited to persons authorized by the Clinic Administrator.
- D. County will furnish telephone service for the on-site radiology area at the SVHC. Contractor will ensure that its employees use of County telephone service is limited to business purposes related to the services provided under this contract.

- F. The County will provide Contractor with one personal computer and connectivity to High Desert Health System's (HDHS) Information System for the purpose of receiving radiology orders from County clinics at the SVHC. Contractor will receive these radiology orders and manually enter required patient data into Contractor's RIS. Contractor will charge out all radiology orders in the HDHS system, using a "quick charge" procedure to indicate that the study has been completed.

6. Radiation Safety

Contractor will be responsible for ensuring the compliance of Contractor and/or subcontractor staff with facility Radiation Safety policies and procedures and applicable State and Federal regulations. The HDHS Radiology Department will furnish radiation detection badges each month to contractor/subcontractor staff assigned to the SVHC site. Contractor will ensure that the radiation detection badges are worn by contractor/subcontractor personnel when providing radiology services at the SVHC site, and that the radiation detection badges are returned to the HDHS Radiology Department at the end of each month. The HDHS Radiology Department will utilize a contractor to generate a radiation badge reports for review by the HDHS Radiation Safety Committee. County will be responsible for any equipment service or repair necessary to ensure radiation safety. County will be responsible for obtaining the annual physicist reports and maintaining current tube registration with the Bureau of Radiologic Health.

7. Interpretation of X-Ray Studies

- A. Contractor will provide for the remote interpretation of all radiology studies produced through this contract by a Board Certified Radiologist, with a current California license.
- B. Contractor will provide the Clinic with a preliminary verbal or faxed report of all x-ray studies within twenty-four (24) hours of the time the study is performed if results are abnormal or upon the request of the Clinic.

- C. Contractor will provide final, signed transcribed reports of all x-ray studies within three (3) working days after the provision of services. Final written reports shall be available for pick-up by the HDHS courier, or may be transmitted electronically to the SVHC Medical Records Department, through arrangements approved by the HDHS Chief Information Officer.
- D. Where requested by clinic providers, contractor will provide for "Stat" interpretation of x-ray studies. Reports of "Stat" services shall be telephoned directly to the requesting SVHC clinic.
- E. Contractor will provide all final, signed transcribed reports in a format approved by the HDHS Chief Information Officer and which can be inserted directly into a patient's medical chart. Each report must contain all data and information as specified by the JCAHO and by the State Department of Health Services. The minimum required information shall include the patient's name, gender, birthdate, Clinic medical record unique number, ordering provider, date of exam, ordering clinic, and radiologist interpreting the x-ray. The reports currently being provided through the existing SVHC Radiology contract meet this standard.

8. Provision of Hard-Copy X-Ray Films

- A. Contractor shall produce hard copy films of images produced through this contract, as requested by the Clinic. The printer furnished by HDHS will be utilized by the Contractor for the production of hard copy films. Contractor shall provide the film and any other supplies necessary to produce the hard copy films. Hard copy films will be produced for all studies in the event the digital filmless system is not functioning.
- B. Contractor shall provide the Clinic with hard copies of current or previous films upon request by Clinic staff. Compensation for the provision of hard copy films is identified in Exhibit B.

9. Standards of Care

- A. Contractor and all of its personnel providing services under this Agreement shall at all times perform services which meet community standards of care.
- B. Contractor shall provide for supervision and monitoring of medical care provided to County patients pursuant to this Agreement, in accordance with recognized standards thereof through regular review of services provided under this contract by Contractor's appropriately designated medical staff committee(s).
- C. Contractor's facility and services shall be in conformance with the standards of the JCAHO and with all applicable Federal and State statutes, regulations and related requirements, as amended from time to time, which are applicable to Contractor's provision of services under this agreement.

10. Infection Control

- A. If Contractor's employee(s) is (are) diagnosed with having an infectious disease, and such employee(s) has (have) contact with any County patients during the usual incubation period for such infectious disease, Contractor shall report such occurrence(s) to HDHS' Employee Health/Infection Control Department at (661) 945-8260.
- B. If a County-referred patient is diagnosed with having an infectious disease, and such County-referred patient has had contact with Contractor's employee(s) during the usual incubation period for such infectious disease, the Clinic shall report such occurrence(s) to Contractor.
- C. For purposes of this agreement, the infectious diseases reportable

hereunder are those listed in the Public Health List of Reportable Diseases.

11. Conversion Assistance

Upon termination of this contract, when requested in writing by the Clinic Administrator, Contractor shall provide conversion assistance. County will exercise this option by providing written notice to Contractor no later than thirty (30) days prior to such expiration, termination or request. Contractor shall convert County data from the AVH RIS and PACS (for said radiology images and electronically signed radiology reports) to a format deemed necessary by County and shall work cooperatively with County and/or other contractor to ensure that County data is installed and validated successfully at a County cost not to exceed Twelve Thousand Dollars (\$12,000).

12. Remote Professional Interpretation of CT Scan Studies for HDHS

- A. On an as-needed basis, Contractor will provide remote professional interpretation of CT Scan studies performed at the main HDHS campus and transmitted electronically to the AVOIC for remote interpretation.
- B. Contractor will provide for the remote interpretation of CT Scan studies by a Board Certified Radiologist, with a current California license.
- C. Contractor will provide HDHS with a preliminary verbal or faxed report of all CT Scan studies within twenty-four (24) hours of the time the study is performed if results are abnormal or upon the request of the Clinic.
- D. Contractor will provide final, signed, transcribed reports of all CT Scan studies within three (3) working days after the provision of services. Final written reports shall be available for pick-up by the HDHS courier at AVOIC, or may be transmitted electronically to the HDHS Medical Records Department, through arrangements approved by the HDHS

Chief Information Officer.

- D. Where requested by clinic providers, contractor will provide for "Stat" interpretation of CT Scan studies. Reports of "Stat" services shall be telephoned directly to the requesting HDHS clinic.
- E. Contractor will provide all final, signed transcribed reports in a format approved by the HDHS Chief Information Officer and which can be inserted directly into a patient's medical chart. Each report must contain all data and information as specified by the JCAHO and by the State Department of Health Services. The minimum required information shall include the patient's name, gender, birthdate, Clinic medical record unique number, ordering provider, date of exam, ordering clinic, and radiologist interpreting the x-ray. The reports currently being provided through the existing SVHC Radiology contract meet this standard.
- F. HDHS will be responsible for the cost of any equipment or communication system's infrastructure required to transmit the images to AVOIC for interpretation.

ATTACHMENT I

EXHIBIT A
RADIOLOGY CONTRACT

DESCRIPTION OF BASIC X-RAY SERVICES

For the purpose of this agreement, basic X-ray services are defined as those diagnostic x-ray services which can be performed utilizing a basic radiography machine, by a certified radiologic technologist and which do not require the direct supervision or involvement of a Radiologist or other physician.

Examples of basic x-ray services include, but may not be limited to, the following:

Abdomen
Abdomen Series
Abdomen with Decub or Erect
Acromioclavicular
Ankle 3 View
Ankle AP and Lateral
Bone Age - Hand
Bone Length
C-Spine AP and Lateral
C-Spine Routine
Calcaneous
Chest 1 View
Chest 4 Views
Chest AP and Lateral
Clavicle
Elbow 4 View
Elbow AP & Lateral
Facial Routine

Femur
Fingers 3 Views
Foot 3 View
Fingers AP & Lateral
Foot AP & Lateral
Foot Routine
Forearm
Hand AP & Lateral
Hand Routine
Hip AP
Hip P with Frog Leg
Hips Bilateral
Humerus
Knee 3 Views
Knee 5 views
Knee AP & Lateral
Knee with Oblique
L-Spine AP and Lateral
L-Spine Complete
Mandible
Mastoids
Nasal Bones
Orbits
Pelvis AP & Lateral
Pelvis AP Only
Ribs Bilateral
Ribs Unilateral
Sacroiliac Joint
Sacrum/Coccyx
Scapula
Shoulder
Sinuses Routine
Skull Routine

Skull AP & Lateral

Soft Tissue Neck

Spine Scoliosis

Steroclavicular Joint

Sternum

Tempomandibular Joint

T-Spine AP & Lateral

T-Spine Routine

Tibia and Fibula

Toe/s

Upper and Lower Extremity Infant

Wrist

RADIOLOGY CONTRACT
BILLING AND PAYMENT

1. Billing Procedures:

County shall reimburse Contractor for services rendered pursuant to this Agreement in accordance with the following procedures:

- A. Contractor shall bill HDHS monthly in arrears for services rendered under this contract.
- B. All bills rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement.
- C. Billings to HDHS shall be made and forwarded to the Accounting Office of HDHS within thirty (30) days of the end of the month in which services were rendered. HDHS shall pay Contractor within thirty (30) days of receipt of a complete and accurate invoice.
- D. Contractor, its agents, trustees or assignees will look solely to the County for payment for services provided under this agreement and not to the patient or to the patient's insurance.

2. Payment:

- A. In the event this Agreement is suspended, cancelled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.
 - (1) Contractor shall pay the wages of its employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance, and Disability payments.

- (2) Contractor agrees that should it perform services not requested and specified in Exhibit A, such services shall be deemed to be gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.
- (3) All billings to County shall include the date on which services were performed, and a description and itemization of the services performed. For Radiologic Technologist hours billed, the billing shall include the number of hours billed, including on-site hours, on-call hours, and call-back hours.
- (4) All billings to County shall be in duplicate and forwarded promptly at the end of each calendar month to the attention of the HDHS Accounting department.
- (5) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days.
- (6) In the event that the billing statement includes information which County determines is incorrect, County shall pay for all services which County considers complete and correct while the discrepant item(s) is (are) being resolved.
- (7) Each invoice shall include separate sections identifying fixed and variable charges.

a) Fixed Charges:

County will compensate contractor a fixed amount of \$4,700 each month for the following: T-1 lines (or functional equivalent), miscellaneous equipment (lead shields, etc.), RIS/PACS usage and image storage.

B) Variable Charges

County will reimburse contractor on a unit basis for the following services provided each month. This portion of the invoice, including required supporting detail, shall be in a format approved by the Clinic Administrator.

- On-site coverage by a Radiologic Technologist:
\$39.84 per hour
- On-call (standby) coverage by a Radiologic Technologist: \$4.25
- Call-back for on-call Radiologic Technologists
\$42.00 per hour.
- Remote professional interpretation of basic X-ray exams: \$20.00 per exam.
- STAT interpretation provided between the hours of 11:00 p.m. and 7:00 a.m.: \$30.00 per exam
- Transcription of written reports: \$3.60/report
- Hard copy films produced at the request of HDHS
\$1.90 per hard copy film
- Remote professional interpretation of CT Scan Studies: \$100.00 per exam.
- STAT Remote professional interpretation of CT Scan Studies: \$110 per exam.

LIVING WAGE PROGRAM ORDINANCE

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the County.
 - a. For services which are required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall

provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County Department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such

instructions as may be issued by the Chief Administrative Officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the Board of Supervisors the termination of the contract; and/or
3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years.
(Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding

fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)